



County Executive Office
Memorandum

541A

May 12, 2011

To: Bill Campbell, Chairman, Board of Supervisors
From: Thomas G. Mauk, County Executive Officer
Subject: Exception to the Rule 21

RECEIVED
2011 MAY 13 PM 1:20
ORANGE COUNTY
BOARD OF SUPERVISORS

The County Executive Office is requesting a supplemental for the May 17, 2011 Board Hearing Meeting.

Agency: Sheriff-Coroner
Subject: Contract with SimplexGrinnell for Fire Alarm Maintenance
District: 3rd

Reason for supplemental: Ensure safety at serviced location.

cc: Rob Richardson, Assistant County Executive Officer

**SUPPLEMENTAL AGENDA STAFF REPORT**

MEETING DATE: 05/17/11
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner (Pending)
DEPARTMENT CONTACT PERSON(S): Executive Director Rick Dostal (714) 647-1803
Robert Beaver (714) 935-8431

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CLERK OF THE BOARD
Discussion
3 Votes Board Majority

CEO CONCUR**COUNTY COUNSEL REVIEW****CLERK OF THE BOARD**
Discussion

3 Votes Board Majority

Budgeted: Yes**Current Year Cost:** Approximately
\$22,400**Annual Cost:** \$268,800**Staffing Impact:** No**# of Positions:****Sole Source:** Yes**Current Fiscal Year Revenue:** N/A**Funding Source:** Proposition 172: 100%**Prior Board Action:** N/A**RECOMMENDED ACTION(S):**

Authorize the County Purchasing Agent or his authorized Deputy to execute Contract MA-060-11011897 with SimplexGrinnell LP for preventive maintenance and repair of the fire alarm system at the Theo Lacy Facility, commencing on 5/23/11 through 5/22/12, in an amount not to exceed \$268,800, renewable annually for four years per Board policy.

SUMMARY:

The Sheriff-Coroner requests approval of a sole source contract with SimplexGrinnell LP for preventive maintenance and repair of the fire alarm system at the Theo Lacy Facility, for a one year period renewable for four years, in an amount not to exceed \$268,800 per year.

BACKGROUND INFORMATION:

The proposed contract with SimplexGrinnell LP provides for preventative maintenance and repair services for the SimplexGrinnell fire alarm system at the Theo Lacy Facility, including fire alarm inspection, maintenance and testing for multiple buildings with stand-alone, as well as integrated, fire alarm systems. SimplexGrinnell LP is the only vendor who can provide factory-trained, authorized service technicians and genuine factory replacement parts and software for SimplexGrinnell fire alarm equipment, to prevent voidance of the manufacturer's warranty. SimplexGrinnell LP personnel have been performing these services continually in a satisfactory manner for many years.

The previous contract with SimplexGrinnell LP for these services, which is expiring, was approved in the same annual amount.

A copy of the contract is on file in the office of the Clerk of the Board.

FINANCIAL IMPACT:

Funding for this agreement is included in the FY 2010-11 budget and proposed FY 2011-12 budget for Budget Control 060, Sheriff-Coroner.

STAFFING IMPACT:

N/A

**Contract MA-060-11012185 For
Fire Protection Systems Maintenance Service – Theo Lacy**

This Contract MA-060-11012185 for Fire Protection Systems Maintenance – Theo Lacy, hereinafter referred to as "Contract" is effective the date approved by the County Board of Supervisors by and between SimplexGrinnell LP with a place of business at 1701 W. Sequoia Avenue, Orange, CA 92868; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

NOW, THEREFORE, the Parties mutually agree as follows:

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including Attachments A, B, C and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), Exhibit 2 (Blank EDD Reporting Requirements) and Exhibit 3 (Blank Job Tool Inventory List), which are incorporated herein contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment C, Compensation and Pricing.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or

sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any Software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

- P. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory

Employers' Liability Insurance

\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating

such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- S. **Force Majeure:** Contractor shall not be in breach of this Contract during any delay caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- T. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- U. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- V. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- W. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- X. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Y. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- Z. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- AA. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- BB. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- CC. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- DD. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- EE. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- FF. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A.
2. **Term of Contract:** This Contract shall be effective the date approved by the County Board of Supervisors and shall be effective for one (1) year from that date unless otherwise terminated by County. Contract may be renewed for four (4) additional one (1) year terms upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.
3. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County's Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to

Contractor, Contractor's employees, agents, relatives, sub tier contractors and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.

5. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
6. **County and Contractor Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by County and shall not be changed without the written consent of County's project manager. County's project manager shall have the right to require the removal and replacement of Contractor's project manager from providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.

7. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to County under this Contract. County's project manager shall notify Contractor's project manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to County under this Contract.
8. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
9. **Reprocurement Costs:** In the case of default by Contractor, County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay County the difference between the Contract cost and the price paid. County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.
10. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.

11. **EDD Independent Contractor Reporting Requirements (Blank Exhibit 2):** California law requires businesses and government entities to report specified information regarding independent Contractors to the

Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a Contract for services performed or that business or government entity either in or outside of California.

12. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
13. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

SimplexGrinnell LP
1701 W Sequoia Avenue
Orange, CA 92868
Attn: John Solonynko
Phone: 714-712-3711
Email: jsolonynko@simplexgrinnell.com

For County:

County of Orange
Sheriff-Coroner Department/Purchasing Services Bureau
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Yvette Torres, Buyer
Ph: 714-568-5791
Fx: 714-834-6411

14. **Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
15. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
16. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County's assigned Deputy Purchasing Agent.
17. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract

including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

18. **Disputes-Contract:** A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's project manager and County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:

- a. Contractor shall submit to the agency/department Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.

19. **Substitutions:** Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

20. **SECURITY REQUIREMENTS:**

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.

- B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. Contractor's Personnel-Background Checks:
2. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
3. No person shall be employed on this work that has not received prior clearance from the Sheriff-Coroner Department.
4. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager.
5. Contractor Security Clearance information forms for renewal, at specified intervals and for new employees of Contractor, shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance or prior to the use of any person for work occurring on Sheriff-Coroner's Facilities.
6. Contractor Security Clearance information forms must be submitted on the original Sheriff-Coroner's printed form. Facsimile or photocopy forms will not be accepted.
7. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
8. Contract Security Clearance information forms shall be thoroughly and accurately completed.

Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

9. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. All work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.

12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
 2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information, or who have outstanding warrants, the Sheriff may detain.
 3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
 4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
 5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments.
 6. Contractor's personnel may be detained within a facility until Sheriff's personnel resolve an incident Background Checks:
21. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
22. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Signature Page

The Parties hereto have executed this Contract MA-060-11012185 for Fire Protection Systems Maintenance Service-Theo Lacy on the dates shown opposite their respective signatures below

Contractor: SimplexGrinnell LP

By: _____

Title: _____

JOHN SOLONYNKO
District General Manager

Print Name: **JOHN SOLONYNKO**
District General Manager

Date: 5/6/11

Contractor*: SimplexGrinnell LP

By: _____

Title: _____

STEPHANIE RHEAUME
Total Service Manager

Print Name: **STEPHANIE RHEAUME**
Total Service Manager

Date: 5/6/11



*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____

Title: _____

Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel

by [Signature]

Deputy

ATTACHMENT A

Scope of Work

1. OVERVIEW

This Contract encompasses services at Theo Lacy Facility, a Type I, Class 3 Correctional Facility operated by the Orange County Sheriff-Coroner, located at 501 The City Drive South, Orange, California 92868. Theo Lacy Facility consists of multiple buildings with a stand-alone as well as an integrated fire alarm system.

The work consists of inspection, maintenance and testing of the entire fire system and sprinkler system excluding fire pumps and associated controls in accordance with all applicable regulatory requirements. The Contractor will ensure that all fire systems remain operational and in compliance with all applicable state and local Fire Codes and regulations, at all times.

2. SCOPE OF SERVICE

Contractor shall perform all of the following responsibilities and duties:

1. INSPECTION AND TESTING:

A. HVAC Smoke Dampers and Smoke Evacuation System:

1. Inspect rotating 25% of all HVAC smoke dampers and smoke evacuation system components each quarter.
 - a. Control Panel;
 - b. Smoke and Duct Detectors;
 - c. Heat Detectors;
 - d. Manual Pull Stations;
 - e. Audible Devices;
 - f. Visual Devices;
 - g. HVAC and Smoke Systems;
 - h. Door Release Devices;
 - i. Battery Backup.
2. Inspect 100% of all HVAC smoke dampers and smoke evacuation system components each year.
3. Test rotating 25% of the HVAC smoke dampers and smoke evacuation system components each quarter.
 - a. Control Panel;
 - b. Smoke and Duct Detectors;
 - c. Heat Detectors;
 - d. Manual Pull Stations;
 - e. Audible Devices;
 - f. Visual Devices;
 - g. HVAC and Smoke Systems;
 - h. Door Release Devices;
 - i. Battery Backup.

4. Test 100% of the HVAC smoke dampers and smoke evacuation system components each year.
5. Conduct quarterly inspection and test of the HVAC smoke dampers and smoke evacuation system components the first (1st) week of the first (1st) month of each quarter commencing with the first (1st) month after the effective date of this Contract.
6. Maintain detailed written records of each inspection and each test. Provide original report to the Contract Services Supervisor, John Radu, 714-935-6841.

B. Fire Sprinkler System:

1. Inspect 100% of fire sprinkler system components each quarter.
 - a. Water Flow Devices;
 - b. Tamper Devices;
 - c. Control Valve Devices;
 - d. Pressure Devices;
 - e. Sprinkler Heads;
 - f. Piping.
 - g. Dry stand pipe
2. Test 100% of the fire sprinkler system components each quarter.
 - a. Water Flow Devices;
 - b. Tamper Devices;
 - c. Control Valve Devices;
 - d. Pressure Devices.
3. Conduct quarterly inspection and test of the fire sprinkler system components the first (1st) week of the first (1st) month of each quarter commencing with the first (1st) month after the start of the Contract.
4. At County's request provide 5 year certification testing of fire sprinkler system in accordance with the California Code of Regulations, CCR Title 19, Division 1, Chapter 5, regulatory agency requirements.
5. Maintain a detailed written record of each inspection and each test. Provide original report to the County Project Manager.

C. Mechanical Smoke Control System:

1. Inspect rotating 25% of all mechanical smoke control system components each quarter.
2. Test rotating 25% of the mechanical smoke control system components each quarter.
3. Conduct quarterly inspection and test of the mechanical smoke control system components the first (1st) week of the first (1st) month of each quarter commencing with the first (1st) month after the start of the Contract.
4. Maintain a record of each inspection and each test. Provide original report to County Project Manager.

D. Minimum Requirements for Inspections and Testing

1. Control Panels:

- a. Visually inspect the control panels, relay contacts and connectors.
 - b. Insure all lamps and switches are properly labeled and readable.
 - c. Clean the control panels, all relays and all connections.
 - d. Check the tightness of all connections.
 - e. Activate each zone and test proper operation of:
 - (1). Zone Lights;
 - (2). Trouble Lamps and Devices;
 - (3). Output to Remote Annunciator;
 - (4). City Connection;
 - (5). Auxiliary Functions;
 - f. Adjust the control components in accordance with the manufacturer's specifications.
 - g. Insure control panels are fully functional in regular mode and emergency power mode.
 - h. Insure operating instructions are conspicuous.
2. Smoke Detectors and Duct Detectors:
- a. Visually inspect for damage.
 - b. Clean to remove any dirt, dust and/or deposits.
- OR
- Replace with a backup detector which has previously been cleaned.
- c. Test for proper operation by injecting smoke into the detection chamber. (3 to 5 second response)
 - d. Test for trouble reporting by removing detector from circuit.
 - e. Check operation of any indicator lamps or auxiliary relays.
 - f. Test for proper operation in trouble condition.
3. Smoke Detectors and Duct Detectors-Sensitivity:
- a. (See frequency of testing herein)
 - b. Test sensitivity in accordance with the manufacturer's specifications using appropriate and approved testing devices.
 - c. Record results of sensitivity test.
(greater than 0.5% but less than 3.8%)
 - d. Clean any detector which fails sensitivity test.
 - e. Retest any detector which fails sensitivity test.
 - f. Replace any detector which fails a second sensitivity test.
4. Heat Detectors:
- a. Visually inspect for damage.
 - b. Clean to remove any dirt, dust and/or deposits.
- OR
- Replace with a backup detector which has previously been cleaned. County Project Manager shall direct whether to clean or replace.
- c. Test for proper operation by increasing the temperature on rate of rise type detectors. (15 degrees per minute)
- OR
- Test wiring on fixed temperature detectors by shorting across the terminals. County Project Manager shall direct which test shall be undertaken.
- d. Test for trouble reporting by removing a detector wire from circuit (at the device, not the panel).
 - e. Test for proper zone annunciation.
 - f. Test for proper operation in trouble condition.

5. Manual Pull Stations:
 - a. Visually inspect for damage.
 - b. Replace any missing or broken rods.
 - c. Test for proper operation by pulling station handle.
 - d. Test for proper zone annunciation.
 - e. Test for proper operation in trouble condition by removing wire from terminal strip.
 - f. Adjust set screws and switches.
6. Audible Devices:
 - a. Visually inspect for damage.
 - b. Check devices for proper (maximum) audibility.
 - c. Adjust devices in accordance with the manufacturer's specifications (proper decibel levels).
 - d. Check devices for proper sound quality.
 - e. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel).
7. Visual Devices:
 - a. Visually inspect for damage.
 - b. Clean all devices.
 - c. Check devices for proper (maximum) visibility.
 - d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel).
8. Flow and Tamper Devices:
 - a. Visually inspect for damage.
 - b. Test by opening the inspection test valve on the sprinkler system. (Retard should be 90 seconds or less)
 - c. Verify proper zone annunciation.
 - d. Test for proper operation in trouble condition by removing wire from the device (at the device, not the panel).
 - e. Test that removal of tamper switch cover initiates a trouble report.
 - f. Adjust devices in accordance with the manufacturer's specifications.
9. HVAC Shut Down:
 - a. Test for proper system shut down upon alarm.
 - b. Test for proper system restart upon end of alarm.
 - c. Test for proper smoke damper closure upon alarm.
 - d. Test for proper smoke damper re-open upon reset of alarm.
10. Smoke Purge System:
 - a. Visually inspect system.
 - b. Test for proper system operation.
 - c. Test for proper operation in trouble condition.
11. Door Release Devices:
 - a. Visually inspect for damage.
 - b. Test for proper release upon alarm.
 - c. Test to insure door closes quickly and completely.
12. Batteries:
 - a. Visually check for any leakage or corrosion.
 - b. Clean any corrosion from terminals.
 - c. Check the tightness of all connections.

- d. Adjust the charge rate in accordance with the manufacturer's specifications.
- e. Disconnect electrical (AC) power and test the system while on (DC) battery power.
- f. Load test the batteries annually in accordance with the manufacturer's specifications.

2. MATERIALS:

- A. All parts and materials shall be new and shall meet or exceed the original equipment manufacturer's specifications.
- B. Any parts other than those manufactured by the original equipment manufacturer shall be approved by the County Project Manager before they are utilized..
- C. Contractor shall maintain a reasonable supply of parts.
- D. Contractor shall maintain a reasonable supply system for acquisition of additional parts either immediately or with minimal delay.

3. MAINTENANCE

A. Smoke Detectors:

- 1. Clean a rotating 25% of all smoke and/or duct detectors each quarter.
- 2. Test the sensitivity of a rotating 25% of all smoke and/or duct detectors each quarter.
- 3. Follow the manufacturer's instructions in cleaning and testing smoke detectors.

B. General:

- 1. Inspect, Test, Adjust and Clean fire alarm system as needed.
- 2. Perform preventive maintenance on the system as needed to maintain the system in operational condition at all times.
- 3. Initiate repairs in accordance with the requirements herein.
- 4. Maintain the entire fire protection system in operable condition at all times.
- 5. Maintain a written record of all maintenance service. Provide original report to the County Project Manager.

4. REPAIRS:

A. Routine Repairs and Replacements:

- 1. Identify all repairs or replacements needed to maintain the fire system consists of fire alarm and sprinkler system excluding fire pumps and associated controls in conjunction with scheduled inspections, tests and maintenance operations, in response to system trouble alarms or in response to trouble calls.
- 2. Provide all identified repairs or replacements excluding fire pumps and associated controls.

3. Prepare a written service call report detailing the work performed and leave a copy of the report on site.

The report shall include:

- a. Time of arrival;
- b. Time of departure;
- c. Brief summary of the request;
- d. Detailed summary of the work performed;
- e. Summary of any additional work required or recommended.

B. Emergency Repairs and Replacements:

1. Respond to trouble alarms or requests for emergency service within four (4) hours after the alarm or the request.
2. Identify all repairs or replacements needed to maintain the fire system consists of fire alarm and sprinkler system excluding fire pumps and associated controls.
3. Provide all identified repairs or replacements excluding fire pumps and associated controls.
4. Prepare a written service call report detailing the work performed and deliver a copy of the report to the Contract Services Supervisor no later than 1700 (5:00 pm) of the next business day.

The report shall include:

- a. Time of arrival;
- b. Time of departure;
- c. Brief summary of the request;
- d. Detailed summary of the work performed;
- e. Summary of any additional work required or recommended.
- f. Name of County person who initiated the emergency repair.
- g. Work order or event number.

5. SPECIAL REQUIREMENTS:

- A. Contractor shall comply with all Fire Code regulations and all special regulations, including American National Standard Institute/National Fire Protection Association 72 (ANSI/NFPA 72) and American National Standard Institute/National Fire Protection Association 25 (ANSI/NFPA 25) and/or requirements of the local fire authority, City of Orange.
- B. Contractor shall perform all testing in accordance with the manufacturer's specifications and/or recommendations and applicable regulatory agency requirements.
- C. Contractor shall prepare and submit all reports on inspections, testing and service as required by the responsible regulatory agency to the County Project Manager within (3) business days of performance of such work.

Provide a copy of those reports and proof of submittal upon request.

- D. This Contract is intended to provide full maintenance and repair services required for operation and maintenance, including software, of the fire system consists of fire alarm and sprinkler system

excluding fire pumps and associated controls in order to meet the minimum requirements of applicable federal, state and local authorities.

- E. Contractor shall furnish all tools, equipment and instruments required to maintain and test the system in accordance with these requirements including any special diagnostic or adjustment tools, equipment or instruments.
- F. Contractor shall inspect and/or test the system upon award of Contract to assure themselves that the system is fully operational and/or identify any deficiencies that require correction. Thereafter, the Contractor shall be fully responsible for the maintenance and repair of the fire system. This shall be scheduled on the first week of the start date of the Contract. A complete written report is due to the County Project Manager during the first month of the Contract.

If repairs, alterations or additions are made to the system by others, at the Sheriff/Facilities Operations' option, Contractor shall inspect and/or test the affected portions of the system to insure they are fully operational and/or identify any deficiencies. Thereafter, the Contractor shall be fully responsible for the maintenance and repair of the fire system.

- G. Upon award of the Contract, the new Contractor will likewise be required to inspect and/or test the system upon award of Contractor to assure themselves that the system is fully operational and/or identify any deficiencies that require correction.
- H. Contractor shall insure that its inspection, testing, maintenance and repair services will not interrupt County operations except in those instances where such interruption is unavoidable and has been scheduled and the facility occupants have been duly notified.
- I. Contractor shall repair or replace, at the option of the Contract Services Supervisor, all damage to facilities, grounds, equipment, furnishings, etc., caused by its operations within two (2) working days after damage. Exception: Urgent repairs, as determined by the Contract Services Supervisor, shall be completed immediately.

6. GENERAL REQUIREMENTS

- A. Contractor shall furnish and maintain a telephone answering system with twenty-four (24) hour, seven (7) days per week service, capable of contacting and dispatching service personnel.
- B. Contractor shall provide trained and experienced service technicians. Each service technician shall be knowledgeable and capable of diagnosing and repairing problems with both electrical and mechanical portions of the fire system.
- C. Contractor shall perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- D. Contractor shall maintain written records of all inspections, tests, service and repairs. Provide original report to the Contract Services Supervisor.

7. LICENSE REQUIREMENTS

- A. Contractor shall be licensed in accordance with the Contractors State License Board's Business & Professions Code Division 3, Chapter 9. Contractors, Article 4. Classifications and shall hold a C-16 license.

- B. Contractor and Contractor' personnel shall be certified by the National Institute for the Certification of Engineering Technologies (NICET).
- C. Contractor's personnel shall be Tyco/SimplexGrinnell factory trained, certified and shall be experienced in service of the specific equipment included in this Contract.

8. GENERAL CONDITIONS

- A. All work shall be subject to the inspection and approval of the Sheriff/Facilities Operations either by the Contract Services Supervisor or a designated representative prior to acceptance and approval for payment.
- B. Workers shall be courteous to the public and County staff utilizing the facilities but shall be responsive only to the requests of the Contract Services Supervisor.
- C. Workers shall direct all inquiries or requests to the Contract Services Supervisor .

D.

9. COORDINATION:

Coordination for the Terms & Conditions of this Contract with Representatives of the County of Orange Sheriffs Department shall be as follows:

During Working Hours:

- 1. Contract Services Supervisor, John Radu, 714-935-6841a
- 2. Compliance Manager, Ed Brundage, 714-935-6671
- 3. Facilities Operations Manager, Bill MacDonald 714-935-8435

After Working Hours:

- 1. Theo Lacy Watch Commander, 714-935-6606

10. SCHEDULING

- A. All work shall be performed during normal working hours, i.e., 8:00 AM to 5:00 PM (except emergencies).

If complete repairs cannot be affected within normal work hours, then the affected area or system function shall be bypassed to allow the remaining portions of the system to remain operational.

- B. Contractor shall contact the Contract Service Supervisor to schedule and/or confirm the date and time maintenance or service work a minimum of one (1) working day prior.

Failure to schedule and/or confirm the date and time maintenance or service will be performed may result in (1) denied access to the facility and no cost to the COUNTY for any consequential cost and/or (2) denied payment for any maintenance or service performed.

11. LIST OF COMPONENTS

<u>QTY</u>	<u>DESCRIPTION LOCATION</u>	<u>COMPONENT</u>	<u>MANUF</u>
1	Network Display Unit	4100U NDU	SIMPLEX
11	4-100U Fire Alarm Panel (Some have 2 panels)	4100-9111	SIMPLEX

POD A

437	Smoke Detector Heads	4098-9714	SIMPLEX
437	Smoke Detector Bases	4098-9797	SIMPLEX
6	Manual Pull Station	4099-9001	SIMPLEX
34	Tamper Switch IAM's	4090-9001	SIMPLEX
35	Waterflow IAM's	4090-9001	SIMPLEX
98	Heat Detector Head	4098-9733	SIMPLEX
98	Heat Detector Base	4098-9292	SIMPLEX
271	Duct Detector	4098-9792	SIMPLEX
43	Visual Only Devise	4904-9333	SIMPLEX
39	Audio Visual Device	4903-9427	SIMPLEX

POD B

317	Smoke Detector Heads	4098-9714	SIMPLEX
317	Smoke Detector Bases	4098-9797	SIMPLEX
25	Manual Pull Station	4099-9001	SIMPLEX
31	Tamper Switch IAM's	4090-9001	SIMPLEX
27	Waterflow IAM's	4090-9001	SIMPLEX
79	Heat Detector Head	4098-9733	SIMPLEX
79	Heat Detector Base	4098-9292	SIMPLEX
300	Duct Detector	4098-9792	SIMPLEX
35	Visual Only Devise	4904-9333	SIMPLEX
30	Audio Visual Device	4903-9427	SIMPLEX

POD C

268	Smoke Detector Heads	4098-9714	SIMPLEX
268	Smoke Detector Bases	4098-9797	SIMPLEX
19	Manual Pull Station	4099-9001	SIMPLEX
44	Tamper Switch IAM's	4090-9001	SIMPLEX
35	Waterflow IAM's	4090-9001	SIMPLEX
71	Heat Detector Head	4098-9733	SIMPLEX
71	Heat Detector Base	4098-9292	SIMPLEX
206	Duct Detector	4098-9792	SIMPLEX

POD D (I & J)

51	Smoke Detector Heads	4098-9714	SIMPLEX
51	Smoke Detector Bases	4098-9797	SIMPLEX
0	Manual Pull Station	4099-9001	SIMPLEX
20	Tamper Switch IAM's	4090-9001	SIMPLEX
20	Waterflow IAM's	4090-9001	SIMPLEX
57	Heat Detector Head	4098-9733	SIMPLEX
57	Heat Detector Base	4098-9292	SIMPLEX
204	Duct Detector	4098-9792	SIMPLEX

IPB

2	Smoke Detector Heads	4098-9714	SIMPLEX
2	Smoke Detector Bases	4098-9797	SIMPLEX
2	Manual Pull Station	4099-9001	SIMPLEX
1	Tamper Switch IAM's	4090-9001	SIMPLEX
1	Waterflow IAM's	4090-9001	SIMPLEX
1	Heat Detector Head	4098-9733	SIMPLEX
1	Heat Detector Base	4098-9292	SIMPLEX
5	Duct Detector	4098-9792	SIMPLEX

BARRACKS G-H

9	Smoke Detector Heads	4098-9714	SIMPLEX
9	Smoke Detector Bases	4098-9797	SIMPLEX
2	Manual Pull Station	4099-9001	SIMPLEX
10	Tamper Switch IAM's	4090-9001	SIMPLEX
10	Waterflow IAM's	4090-9001	SIMPLEX
0	Heat Detector Head	4098-9733	SIMPLEX
0	Heat Detector Base	4098-9292	SIMPLEX
0	Duct Detector	4098-9792	SIMPLEX
1	Deluge System – Barrack F		

ADMINISTRATION

40	Smoke Detector Heads	4098-9714	SIMPLEX
40	Smoke Detector Bases	4098-9797	SIMPLEX
3	Manual Pull Station	4099-9001	SIMPLEX
7	Tamper Switch IAM's	4090-9001	SIMPLEX
7	Waterflow IAM's	4090-9001	SIMPLEX
14	Heat Detector Head	4098-9733	SIMPLEX
14	Heat Detector Base	4098-9292	SIMPLEX
37	Duct Detector	4098-9792	SIMPLEX

GRAND TOTAL FIRE ALARM SYSTEM

1124	Smoke Detector Heads	4098-9714	SIMPLEX
1124	Smoke Detector Bases	4098-9797	SIMPLEX
57	Manual Pull Station	4099-9001	SIMPLEX
147	Tamper Switch IAM's	4090-9001	SIMPLEX
135	Waterflow IAM's	4090-9001	SIMPLEX
320	Heat Detector Head	4098-9733	SIMPLEX
320	Heat Detector Base	4098-9292	SIMPLEX
1023	Duct Detector / In-Duct Detector	4098-9792	SIMPLEX
78	Visual Only Device	4904-9333	SIMPLEX
69	Audio Visual Device	4903-9427	SIMPLEX
1	Network Display Unit	4100U NDU	SIMPLEX
11	Fire Alarm Panels	4100-9111	SIMPLEX
2	Smoke Control Relay Panel	4100-8901	SIMPLEX
6	Fire Horns	2901-9838	SIMPLEX
5	Strobe Alarm	4904-9101	SIMPLEX
9	Strobe Alarm	4904-9103	SIMPLEX
67	Monitor Zams	2190-9155	SIMPLEX
27	Water Flows		
27	Tamper Switches		
4	0-S&Y Valves		
1	LCD Annunciator	4603-9101	SIMPLEX
1	Remote Control Unit	4602-9102	SIMPLEX

1 Deluge System – Barrack F
6,545 Sprinkler Heads
39 Risers

12. TOOL CONTROL

Contractor will be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

ATTACHMENT B

Pricing

INSPECT/TEST-FIRE ALARM:

1. Inspect and Test Fire Alarm System \$20,245.00 each quarterly test
(25% of System/Test = 100% of System /Year)

INSPECT/TEST-FIRE SPRINKLER SYSTEM:

2. Inspect and Test Fire Sprinkler System \$2,485.00 each quarterly test
(100% of System/Test & Four (4) Tests/Year)

INSPECT/TEST-MECHANICAL SMOKE CONTROL SYSTEM:

3. Inspect and Test Mechanical Smoke Control System \$2,100.00 each quarterly test
(25% of System /Test = 100% of System/Year)

MAINTENANCE –SMOKE DETECTORS:

4. Clean Smoke Detectors - Annual \$10,740.00 per annual clean
5. Test Smoke Detector Sensitivity - Annual \$10,740.00 per annual test

MAINTENANCE-GENERAL:

6. Inspect, Test, Adjust, Clean and Lubricate Preventive Maintenance
Maintain System in Operable Condition \$11,550.00 per month
7. CERTIFICATION-FIRE SPRINKLER SYSTEM (option)
Inspect and Test Fire Sprinkler System \$9,400.00 per certification test

Total Annual Cost Not-to-Exceed amount: \$268,800.00 per year

ATTACHMENT C

Compensation and Pricing Provisions

This is a fixed fee Contract between County and Contractor for goods and services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. Pricing

Pricing set forth in Attachment B shall be firm. All price decreases will automatically be extended to County. County will accept decreases only. Pricing will be firm unless a reduction is available.

2. Payment Terms

Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

3. Invoicing Instructions:

Payments and/or invoices are to be sent to:

Sheriff-Coroner Department
Facilities Operations
431 The City Drive South
Orange, CA 92868
Attn: John Radu

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Federal I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

EXHIBIT 1

CHILD SUPPORT ENFORCEMENT REQUIREMENTS

In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.

Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

*"I certify that **SimplexGrinnell LP** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of **Contract # MA-060-11012185** with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

County of Orange Child Support Enforcement

Contract Certification

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, COMPLETE PART I AND PART II.
RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

PART I

A. In case of an individual contractor, provide:

His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. *If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" OR If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

1. Name:

D.O.B.:

SSN No:

Residence Address:

2. Name:

D.O.B.:

SSN No:

Residence Address:

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that SIMPLEX GRINNELL is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

STEPHANIE RHEAUME

Total Service Manager

EXHIBIT 2

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001 the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into an AGREEMENT for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes an AGREEMENT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as "as an individual who is not an employee of the government entity for California purposes and who receives compensation or executes an AGREEMENT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements of, County procedures for contracting with independent CONTRACTORS mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First Name, Middle Initial, and Last Name

Social Security Number

Address

Start and expiration dates of contract

Amount of contract

PART I

First Name	Middle Initial	Last Name
SSN#		Date of Birth
Address		
Contract No.		
Start Date		Expiration Date
Dollar value of contract		

CERTIFICATION (PART I must also be completed)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

EXHIBIT 3

Orange County Sheriff's Department

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at the James A. Musick Facility, Intake Release Center, and Theo Lacy Facility. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: _____ Name: _____ WO# _____

*Security staff must initial and write down their badge number for both the in and out inventory.

<u>Tool / Id #</u>	<u>In</u>	<u>Out</u>
1) _____	<input type="checkbox"/>	<input type="checkbox"/>
2) _____	<input type="checkbox"/>	<input type="checkbox"/>
3) _____	<input type="checkbox"/>	<input type="checkbox"/>
4) _____	<input type="checkbox"/>	<input type="checkbox"/>
5) _____	<input type="checkbox"/>	<input type="checkbox"/>
6) _____	<input type="checkbox"/>	<input type="checkbox"/>
7) _____	<input type="checkbox"/>	<input type="checkbox"/>
8) _____	<input type="checkbox"/>	<input type="checkbox"/>
9) _____	<input type="checkbox"/>	<input type="checkbox"/>
10) _____	<input type="checkbox"/>	<input type="checkbox"/>
11) _____	<input type="checkbox"/>	<input type="checkbox"/>
12) _____	<input type="checkbox"/>	<input type="checkbox"/>
13) _____	<input type="checkbox"/>	<input type="checkbox"/>
14) _____	<input type="checkbox"/>	<input type="checkbox"/>
15) _____	<input type="checkbox"/>	<input type="checkbox"/>
16) _____	<input type="checkbox"/>	<input type="checkbox"/>
17) _____	<input type="checkbox"/>	<input type="checkbox"/>
18) _____	<input type="checkbox"/>	<input type="checkbox"/>
19) _____	<input type="checkbox"/>	<input type="checkbox"/>
20) _____	<input type="checkbox"/>	<input type="checkbox"/>
21) _____	<input type="checkbox"/>	<input type="checkbox"/>
22) _____	<input type="checkbox"/>	<input type="checkbox"/>
23) _____	<input type="checkbox"/>	<input type="checkbox"/>
24) _____	<input type="checkbox"/>	<input type="checkbox"/>
25) _____	<input type="checkbox"/>	<input type="checkbox"/>
26) _____	<input type="checkbox"/>	<input type="checkbox"/>
27) _____	<input type="checkbox"/>	<input type="checkbox"/>
28) _____	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor Review ☐

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